CONTINUE TO July 14, 2008
LAFAYETTE CITY COUNCIL
J Robbins 6-23-08
CITY CLERK DATE

[INSERT CITY LETTERHEAD]

CONTINUE TO Sept 8, 2008
LAFAYETTE CITY COUNCIL
J Robbins 7-14-08
CITY CLERK DATE

June 17, 2008

Tim and Liesbet Bickett
CoreQuest Corporation
Contra Costa Adventure Boot Camp
[INSERT ADDRESS]

Re: Letter of Agreement for Use of Lafayette Plaza by CoreQuest Corporation and Contra Costa Adventure Boot Camp

Dear Mr. and Mrs. Bickett:

This letter shall be the Letter of Agreement ("Agreement") between the City of Lafayette ("Lafayette") and CoreQuest Corporation and Contra Costa Adventure Boot Camp (collectively, "CoreQuest") regarding CoreQuests's use of Lafayette Plaza each Monday, Wednesday and Friday from 9 a.m. to 10 a.m. for exercise class. Attendees of the exercise class ("Participants") shall park on Golden Gate Way.

CoreQuest agrees to be conscious of, and accommodating to, other park users in its performance of this Agreement. CoreQuest acknowledges that its use of Lafayette Plaza may impact the efforts of Lafayette's maintenance personnel, and that if Lafayette needs to relocate or reschedule CoreQuest's use of Lafayette Plaza for maintenance or other City-related purposes, Lafayette shall provide CoreQuest as much notice as possible.

CoreQuest shall operate at all times under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. CoreQuest represents that it, its employees, subcontractors and agents have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to conduct the exercise classes for which it will be using Lafayette Plaza and that such licenses and approvals shall be maintained throughout the term of this Agreement.

As a condition of CoreQuest's use of Lafayette Plaza, CoreQuest shall provide, at its sole expense certificates of insurance and original endorsement affecting the coverage more specifically required in sections (A)(1)-(4) below at least 30 days prior to CoreQuest's first use of Lafayette Plaza. Each endorsement shall be subject to approval by Lafayette The certificates and endorsements are to be on ISO-approved forms. Lafayette will not accept a Certificate of Insurance alone as proof of insurance coverage.

A. Proof of insurance comprised of certificates of insurance and original endorsements of comprehensive general liability insurance with a limit of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage written by one

8A

The Term of this Agreement shall be one (1) year. Upon the expiration of the one (1) year Term, Parties shall review this Agreement to determine whether to extend it and/or modify its provisions.

By signing and dating this Agreement where indicated below, CoreQuest shall be bound by its terms. A fully executed copy of this Letter of Agreement will be returned to you for your records.

CITY OF LAFAYETTE

Approved by:

By: _____ Date: _____
Steven Falk
City Manager

COREQUEST CORPORATION AND CONTRA COSTA ADVENTURE BOOT CAMP

Approved by:

By: _____ Date: _____
Liesbet Bickett
_____ (Insert Title)

By: _____ Date: _____
Tim Bickett
_____ (Insert Title)

Plaza Way & Golden Gate Way Occupancy Survey Results

9-10 am

STREET	DATE	OCCUPIED SPACES	NUMBER OF SPACES AVAILABLE	TOTAL NUMBER OF SPACES ON BOTH STREETS
PLAZA WAY & GOLDEN GATE WAY	7-21-08	5	30	35
	7-23-08	2	33	35
	7-25-08	7	28	35
	7-28-08	8	27	35
	7-30-08	11	24	35
	8-1-08	8	27	35

ADVENTURE BOOT CAMP

Hello,

My name is Liesbet Bickett. My husband, Tim Hill, and I run outdoor exercise classes for adults in the area. The City of Lafayette may allow us to use the Lafayette Plaza for a small exercise class (10-15 participants) in the mornings (9-10am) a few days a week. I would like the chance to talk to you about how you feel about this and if you have any concerns for your business. I believe our class will have a positive effect on all the business in the area, bringing people into the area that may not normally be there at that time, promoting the health of our community, and supporting the image of Lafayette as being a great city and community for people to live in.

One concern the City has is parking, especially in the small area between the theater and Squirrels. We have agreed to ask our participants not to park in that area. It is very important that anything we do will be an asset to the community and to the businesses in the area. We will work with you as a business to ensure that that is the case. Our customers are great customers. They are typically moms from the area. I am hoping that I can promote the local business to our class, and will be open to any promotions you would like to offer our participants.

Please call or e-mail me if you have any questions. I will call or stop by your business to follow up and answer any questions you have. I also invite you to contact the City with any feedback you have.

Liesbet Bickett
Contra Costa Adventure Boot
510-393-7588
liesbet@bickett.net

ACORD TM. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2008

PRODUCER Phone: (800) 395-8075 Fax: (858) 519-0822
FITNESS AND WELLNESS
380 STEVENS AVENUE, SUITE 206
SOLANA BEACH CA 92075

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Agency Lic#: 0377645

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
COREQUEST CORP. DBA CONTRA COSTA ADVENTURE
C/O TIM HILL
18 GARRON CT.
WALNUT CREEK CA 94596

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PHPK284105	05/15/08	05/15/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED. EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.	$ 1,000,000 $ 100,000 $ 2,500 $ 1,000,000 $ 3,000,000 $ 3,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

It is understood and agreed that The City of Walnut Creek, it's officials, officers, directors, employees, agents, and volunteers are added as an additional insured but only as respects the operations of the named insured except that liability resulting from the additional insureds sole negligence.

CERTIFICATE HOLDER

The City of Walnut Creek
1666 North Main Street
Walnut Creek CA 94596

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeffrey E. Frick, CEO

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THE STUART COMPANY
1007 Oak Hill Road • Lafayette, California 94549-3812
Phone (925) 284-1115 • Fax (925) 284-1131

Mayor & Lafayette City Council Members

RE: Council Meeting Agenda Item 11C
"Core Quest" Use Application

On behalf of those parties who potentially could be affected, we respectfully request that this Item be withdrawn from the Consent Calendar, this evening, for a more adequate review.

As of the date and time of this memo, essentially all neighboring parties, it appears, fall into one or more of the following categories:

1. No notice/letter received;
2. Posted letter received late;
3. No known Applicant contact has been made with any business owner or property owner, as had been expressed and contemplated.

The above request is an important courtesy, and shall be appreciated.

We ask a rhetorical question:

What is the rationale for our City, to become involved with this proposed Business District use?

This proposal permits a highly profitable, out of town business enterprise to locate in the heart of Lafayette's business district without rent, without providing parking, to compete for critical street parking for its employees and customers, at the expense of long-established Lafayette merchants. (In fact, several promotional statements published by Adventure Boot Camp; for its operators, state – –

- "There is no need for renting, buying, or leasing expensive business property."
- "Earn beyond $500 an hour".

Please refer to attachment.

Sincerely,

Chuck Stuart

June 23, 2008
3 p.m.

P.S. Several early written responses are attached:
Richard Poy, Squirrels
Tony Trahan, The Lafayette Music Center

Also attached, part of Adventure Boot Camp philosophy

Regarding the Contra Costa Adventure Boot Camp:

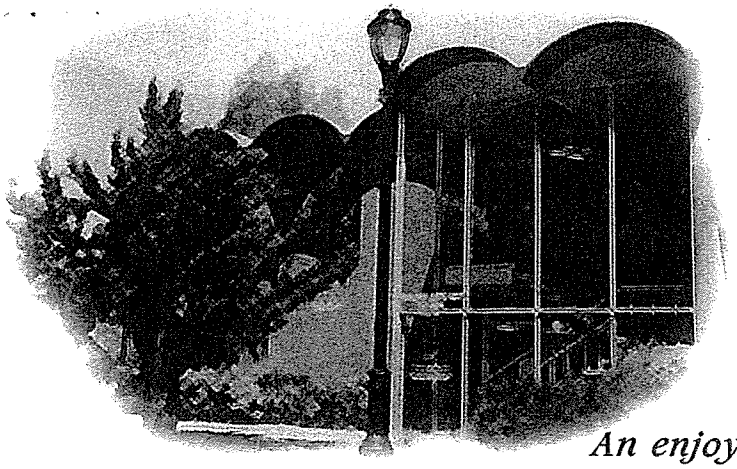
Even with three vacancies (A-1 Photo, Toy Store, Theater) the parking in the area is still strained. There are 10-15 participants resulting in 15 extra vehicles in the area, with one hour plus duration, and a few days a week. This worries me about the cumulative and reoccurring effect to my business.

Displacing the parking by "reserving" spaces on Plaza Way. Twice this week from 6 – 10 a.m. on Tuesday and 6-11 a.m. on Wednesday. Spaces were blocked off to fix cut phone lines. Our customers were forced to use other spaces – if available.

Participants do not need to park in those spaces themselves, they may just displace other vehicles into them.

There are few "ideal" days in the year where some spaces may be accommodated, but any little SANFU and the local merchants will be hurt.

Richard Poy
Squirrels Coffee Shop



The Lafayette Music Center

An enjoyably creative music learning experience

June 18, 2008

To the Lafayette City Council

Dear Sirs and Madams.

My name is Tony Trahan. I own the Lafayette Music Center at 3534 Golden Gate Way in downtown Lafayette.

I am responding to news I recently received indirectly. Apparently a letter has been circulating to various business owners in our area. I did not receive one, nor have I been contacted personally.

However, I now know the details of the letter.

First, I would state that I would be directly affected by the short-term parking issue. One can easily say their customers would be asked not to park there. You and I know that this cannot be enforced, but certainly abused.

Second, for me, there is the issue of this proposed venture. I pay rent here. I am in my 9th year running the Lafayeytte Music Center. My residency helps many people involved, including the city. This proposed venture does not state the days or hours that business will be conducted. It appears no rent will be paid, meaning no communal residency will be paid to help the community. This sounds like a lot of reaping benefits without payment for any of the community to benefit. And there will be undue inconvenience to the immediate businesses who depend on short-term parking.

My conclusion is that this venture is not good for my business, nor can I see my fellow business owners faring any better. I cannot see any significant benefit to the City of Lafayette either.

With the recent explosive expansion in Lafayette, parking is becoming more a premium every day. I and my fellow business owners should not, and will not tolerate any intrusive inconvenience into the short-term parking on which we depend, and which directly affects our business.

I am registering a resounding "NO" to this proposed venture.

Sincerely,

Tony Trahan

Tony Trahan -Owner
Lafayette Music Center

3534 Golden Gate Way, Lafayette, CA 94549, 925•299•0548, fax 925•299•0529